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3 **INTERAGENCY AFFILIATE AGREEMENT BETWEEN CITY OF HALLANDALE**  
4 **BEACH**  
5 **AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**  
6 **FOR CITY SERVICES**  
7  
8

9 **THIS INTERAGENCY AFFILIATE AGREEMENT**, effective as of October 1, 2013, is made  
10 and entered into by and between the City of Hallandale Beach, Florida, a municipal corporation  
11 (hereinafter referred to as "CITY" or "the CITY") and the Hallandale Beach Community  
12 Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163,  
13 Part III, Florida Statutes, (hereinafter referred to as "HBCRA").  
14

15 **WHEREAS**, by the enactment of Ordinance # 96-25 and effective December 27, 1996,  
16 the City Commission of the City of Hallandale Beach, Florida created a Community  
17 Redevelopment Trust Fund for the Community Redevelopment Area as provided in Section  
18 163.387, Florida Statutes;  
19

20 **WHEREAS**, the City Commission initially adopted a Community Redevelopment Plan  
21 on September 17, 1996, pursuant to a resolution of City Commission, which Plan has been  
22 amended ("the Plan"); and  
23

24 **WHEREAS**, pursuant to a resolution dated September 17, 1996, Broward County, as a  
25 home rule Charter County, through Resolution No. 96-0698, delegated authority to establish a  
26 HBCRA to the City of Hallandale Beach subject to the Broward County Commission Board's  
27 Review and approval of the Community Redevelopment Area Plan.  
28

29 **WHEREAS**, the CITY and the HBCRA are keenly interested in maintaining and  
30 revitalizing the HBCRA area as a visibly attractive, economically viable, and socially desirable  
31 area of the CITY; and  
32

33 **WHEREAS**, on November 26, 1996, Broward County adopted a resolution approving  
34 the HBCRA Plan; and  
35

36 **WHEREAS**, the Redevelopment Trust Fund was established by City Commission  
37 Ordinance # 19-25, and effective December 27, 1996; and  
38

39 **WHEREAS**, the CITY has professional staff employed by City; and  
40

41 **WHEREAS**, CITY staff time and expertise in various matters, including administration,  
42 personnel, engineering, finance, purchasing, public works and planning, can be beneficially  
43 utilized in the planning and implementation of the Plan; and  
44

45 **WHEREAS**, the City is willing to make available to the HBCRA, in accordance with the  
46 terms and conditions set forth in this Agreement, professional staff and administrative support;  
47



96 seal; prepare and maintain the public record index system for HBCRA; oversee the  
97 HBCRA records management, retention and destruction program in accordance with state  
98 regulations. The City Clerk shall serve as the Clerk to the HBCRA Board.

99 2.3 HUMAN RESOURCES DEPARTMENT: The CITY agrees to provide Human  
100 Resources Services which shall include, but not limited to, Insurance Benefits (Health, Dental,  
101 Life, Supplemental Life, Aflac, Employee Assistance Program, Long Term Disability);  
102 Retirement Benefits (401a, 457, Roth, Retirement Health Savings account); training; recruitment;  
103 selection; labor relations; classification/wage studies. All employees of the HBCRA shall be  
104 entitled to participate in all benefit programs afforded to City employees.  
105

106 2.4 DEVELOPMENT SERVICES DEPARTMENT: The CITY shall, when requested  
107 by the HBCRA, provide the services of the Development Services Department related to Planning  
108 and Zoning as might be requested by HBCRA. Business Tax Receipts: assist HBCRA with  
109 assemblage of information related to local businesses through the Business Tax Receipt  
110 Information and surveys as might be requested from HBCRA from time to time, in accordance  
111 with HBCRA's Economic Development Strategy. Building Division: assistance with Building  
112 Division inspections, plans review, demolition activities and Unsafe Structures Board  
113 proceedings.  
114

115 2.5 GENERAL SERVICES DEPARTMENT: The CITY shall, when requested by  
116 HBCRA, provide the services of the CITY's General Services Department/Purchasing  
117 Division with respect to purchasing services and goods necessary for the operation of  
118 HBCRA activities. Services shall include, but not limited to, requisitions processing  
119 developed into purchase orders; account authorization; creation and revision of vendor  
120 information; assistance with the release and processing of formal Requests for Proposal  
121 (RFPs) and Bids; Contract processing.  
122

123 2.6 PUBLIC WORKS/UTILITIES & ENGINEERING: The CITY shall, when  
124 requested by HBCRA, provide the services of the CITY's Public Works/Utilities &  
125 Engineering Department with respect to design and construction services, and project  
126 management services necessary for the operation of HBCRA activities. When requested  
127 by HBCRA, the Streets Division will provide services such as, but not limited to, asphalt  
128 repairs, signage, storm drainage upgrades, sidewalk construction and/repairs, striping,  
129 installation of speed tables and other traffic calming devices. When requested by the  
130 HBCRA, the Public Works Division will provide the following services sanitation,  
131 grounds maintenance, landscaping, irrigation, vacant lot upkeep, trash cleanup, lighting,  
132 vehicle maintenance, cleaning services.  
133

134 2.7 INFORMATION TECHNOLOGY: The CITY shall, when requested by HBCRA,  
135 provide the services of the CITY's Information Technology Department with respect to  
136 Technical assistance for computer hardware and software, telecommunications support  
137 for office and mobile communications, Internet access, and project management for  
138 Information Technology systems. Following is a brief explanation on how services will  
139 be provided: Help Desk support: help line to troubleshoot desktop problems, reset logons,  
140 replace & configure computer equipment (computers, scanners, printers, etc.);  
141 Application program support (Excel, Word, etc.); Office telephone system: set up phone  
142 accounts; Email system: set up email accounts, user assistance, email archive of all

143 emails sent or received; Network services: logon, file server, file permission, file backup,  
144 anti-spam system, antivirus; AS400 support and MUNIS Support: logon, access  
145 permissions; Mobile device support: payment of bills; device troubleshooting; device  
146 purchasing; Project Management support: (ex. assist in project definition and  
147 specifications for a loan administration system, consultant liaison, etc.); eCivis grant  
148 research system: purchase annual licenses.

149  
150 2.8 RENT: The HBCRA will recompense the CITY for costs associated with rental of  
151 office space in the amount of sixteen thousand dollars two hundred and eighty dollars  
152 (\$16,280.00) per year. These costs shall be inclusive of utilities, telephone (land lines)  
153 and janitorial services.

154  
155 2.9 The HBCRA may request the CITY to provide other special services on occasion  
156 not initially set forth in this Agreement, subject to the CITY's consent.

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**ARTICLE 3**

**METHOD OF REIMBURSEMENT AND COMPENSATION**

162 3.1 Reimbursement to CITY. In consideration of providing the services described in  
163 Article 2 hereof by the CITY from October 1, 2013 through September 30, 2014, the HBCRA  
164 will compensate the CITY, to the extent funds of the HBCRA are budgeted and available and  
165 eligible for payment in accordance with Section 163.387(6), Florida Statutes, the HBCRA's  
166 payment obligations under this Agreement constitute an obligation to pay and indebtedness in  
167 accordance with the Act.

168  
169 3.2 Method of Payment. The parties agree that the HBCRA's obligation to compensate  
170 the CITY pursuant to Section 3.1 hereinabove shall be made to the CITY in accordance with the  
171 HBCRA approved budget. It is recognized and acknowledged that full compensation to the  
172 CITY by the HBCRA may, during the term of this Agreement be waived, reduced, deferred or a  
173 combination thereof. Provided, however, any outstanding payment or obligation not waived shall  
174 be budgeted by the HBCRA and made available to the CITY prior to the termination of the Trust  
175 Fund as provided in Chapter 163 of Florida Statutes. These payments will be made in full  
176 through interagency fund transfer by December 31 of each year.

177  
178 3.3 Annual Statement and Payment. The CITY shall prepare and present to the HBCRA  
179 an annual statement in time for the preparation and submission of the HBCRA annual budget.  
180 The annual statements shall reflect current year anticipated costs and all unpaid obligation from  
181 prior periods. Any amounts contained in the approved HBCRA budget for payment to CITY  
182 shall be paid by the HBCRA prior to September 30 of each year.

183  
184 3.4 Reporting. The CITY shall maintain reports of the actual time spent on HBCRA  
185 activities and provide said report to the HBCRA bi-annually in March and September of each  
186 year.

187  
188

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145 permissions; Mobile device support: payment of bills; device troubleshooting; device  
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164 will compensate the CITY, to the extent funds of the HBCRA are budgeted and available and  
165 eligible for payment in accordance with Section 163.387(6), Florida Statutes, a total amount of  
166 two-hundred and thirty-six thousand, two-hundred and eighty dollars (\$236,280). This amount  
167 shall constitute the HBCRA's total payment obligations to the City (including rent) under this  
168 Agreement, and is supported by a cost allocation analysis performed by the City's Finance  
169 Department (or its designee)..  
170

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172 the CITY pursuant to Section 3.1 hereinabove shall be made to the CITY in accordance with the  
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188 year.  
189

189 ARTICLE 4

190 MISCELLANEOUS

191  
192  
193 4.1 Continued Cooperation. This Agreement assumes the close coordination and  
194 cooperation between the HBCRA and essential CITY staff and CITY functions particularly  
195 regarding financial administration, reporting and auditing; and administration and implementation  
196 of the Plan and capital projects.

197  
198 4.2 Term and Termination

199  
200 4.2.1 This Agreement shall take effect October 1, 2013, and shall continue in effect until  
201 either party seeks to renegotiate or terminate this Agreement.

202  
203 4.2.2 This Agreement may be terminated by CITY or the HBCRA upon at least ninety  
204 (90) days advance written notice to the other party. After termination of the Agreement, the  
205 CITY shall transfer to the HBCRA copies of any documents, data, and information request by the  
206 HBCRA related to the services accomplished herein. Regardless of the termination of this  
207 Agreement, the HBCRA shall pay to the CITY any outstanding statement or statements for costs  
208 incurred but not billed as of the termination date.

209  
210 4.3 Records. CITY and HBCRA shall keep records and accounts which shall be available  
211 at all reasonable times for examination and audit by HBCRA and shall be kept for a period after  
212 the completion of all work to be performed pursuant to this Agreement, in compliance with  
213 Florida State Record Retention Laws.

214  
215 4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights,  
216 privileges and immunities of the CITY and HBCRA as set forth in Section 768.28, Florida  
217 Statues.

218  
219 4.5 Independent Contractor. The CITY is an independent contractor under this  
220 Agreement. Personal services provided by the CITY shall be by employees of the CITY and  
221 subject to supervision by the CITY and not as officers, employees, or agents of the HBCRA.  
222 Personnel policies, tax responsibilities, social security, health insurance, employee benefits,  
223 purchasing policies and other similar administrative procedures applicable to services rendered  
224 under this Agreement shall be those of the CITY.

225  
226 4.6 Assignments and Amendments.

227  
228 4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or  
229 otherwise encumbered, under any circumstances, by HBCRA or CITY, without the prior written  
230 consent of the party.

231  
232 4.6.2 It is further agreed that no modification, amendment or alteration in the terms or  
233 conditions contained herein shall be effective unless contained in a written document executed  
234 with the same formality and of equal dignity herewith, and approved by the City Commission and  
235 the HBCRA Board of Directors.

236  
237 4.7 Notice. Whenever any party desires to give notice unto any other party, it must be  
238 given by written notice, sent by certified United States mail, with return receipt requested, or by  
239 hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended

240 and remaining party, at the place last specified, and the places for giving of notice shall remain  
241 such until they shall have been charged by written notice in compliance with the provisions of  
242 this Article. For the present, the parties designate the following as the respective places for  
243 giving notice:  
244

245 **To Hallandale Beach Community**  
246 **Redevelopment Agency**  
247 HBCRA, Executive Director  
248 Hallandale Beach Community Redevelopment Agency  
249 400 S. Federal Highway  
250 Hallandale Beach, FL 33009  
251

252 **To Hallandale Beach**  
253 **Community Redevelopment Agency Attorney:**  
254 Attention: Steven Zelkowitz, Esq. of Gray Robinson, P.A.  
255 1221 Brickell Ave., Suite 1600  
256 Miami, FL 33131  
257

258 **To the City of Hallandale Beach:**  
259 City Manager  
260 City of Hallandale Beach  
261 400 S. Federal Highway  
262 Hallandale Beach, FL 33009  
263

264 **With Copy to:**  
265 City Attorney  
266 City of Hallandale Beach  
267 400 S. Federal Highway  
268 Hallandale Beach, Florida 33009  
269

270 4.8 Binding Authority. Each person signing this Agreement warrants that he or she has  
271 full legal power to execute this Agreement on behalf of the party for whom he or she is signing,  
272 and to bind and obligate such party with respect to all provision contained in this Agreement.  
273

274 4.9 Severability. If any provision of this Agreement or the application thereof to any  
275 person or situation shall to any extent, be held invalid or unenforceable, the remainder of this  
276 Agreement, and the application of such provision to the person or situations other than those as to  
277 which it shall have been held invalid or unenforceable shall continue in full force and effect, and  
278 be enforced to the fullest extent permitted by law.  
279

280 4.10. Governing Law. This Agreement shall be governed by the law of the State of  
281 Florida with venue in Broward County.  
282

283 4.11 Entire Agreement. This Agreement embodies the entire agreement between the  
284 parties. It may not be modified or terminated except as provided herein. It is further understood  
285 and agreed that this document incorporates and includes all prior negotiations, correspondence,  
286 conversations, agreements, or understanding applicable to the matters contained herein and the  
287 parties agree that there are no commitments, agreements, or understanding concerning the subject  
288 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no  
289 deviation from the terms hereof shall be predicated upon and prior representation or agreements,  
290 whether oral or written.

291

292 **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day  
293 and year first written above.

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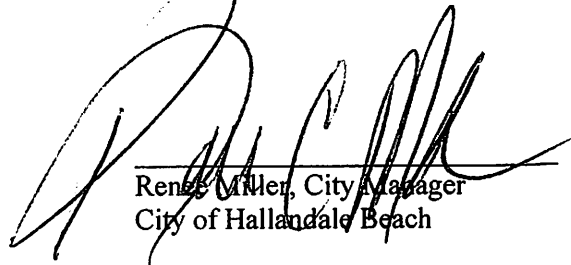
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**CITY OF HALLANDALE BEACH**

  
Renee Miller, City Manager  
City of Hallandale Beach

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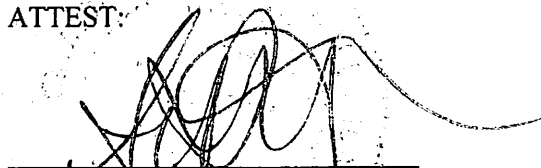
ATTEST:

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Sheena James, City Clerk  
City of Hallandale Beach

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311

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STATE OF FLORIDA  
COUNTY OF BROWARD

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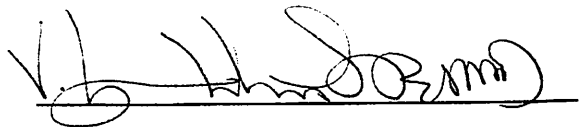
APPROVED AS TO LEGAL SUFFICIENCY and  
FORM for the use and reliance of the City of  
Hallandale Beach

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V. Lynn Whitfield, Esq., City Attorney

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City of Hallandale Beach

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329 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the  
330 respective dates under each signature: HALLANDALE BEACH COMMUNITY  
331 REDEVELOPMENT AGENCY through its authorization to execute same by Board of Directors  
332 on \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, signing by and through its  
333 \_\_\_\_\_ duly authorized to execute same.

334

335

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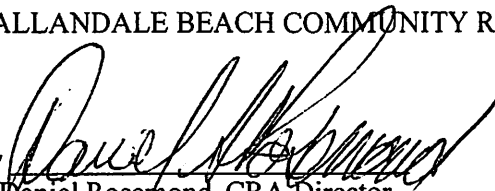
337 HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

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By   
Daniel Rosemond, CRA Director  
Hallandale Beach Community  
Redevelopment Agency

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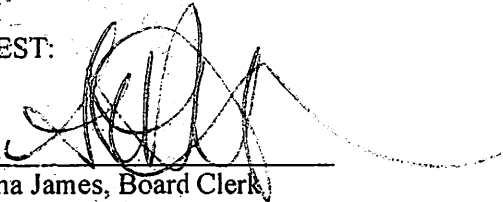
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ATTEST:

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Sheena James, Board Clerk

354

Board Clerk to the Hallandale Beach

355

Board of Directors

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APPROVED AS TO LEGAL SUFFIENCY  
and FORM for the use and reliance of  
Hallandale Beach Community Redevelopment  
Agency

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Steven Zelkowitz, Esq. of

367

Gray Robinson, P.A.

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HBCRA Attorney

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